



**REQUEST FOR PROPOSALS (“RFP”) for
ANNUITY SERVICES PROVIDER**

RFP NUMBER 14-01

**RELEASE DATE: JANUARY 21, 2014
DEADLINE FOR INQUIRIES: JANUARY 31, 2014 BY 3:00 PM EST
DEADLINE FOR SUBMISSION: FEBRUARY 27, 2014 BY 3:00 PM EST**

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SECTION 1 – INTRODUCTION

1.1 Title

Request for Proposals (“RFP”) for Annuity Service Provider for the Indiana Public Retirement System (“INPRS” or the “System”)

1.2 Overview of Request for Annuity Service Provider

INPRS is soliciting proposals from all qualified firms who wish to be considered as a vendor to provide tax-qualified, single premium, immediate annuities for all eligible members who elect to purchase an annuity upon retirement election from a plan or fund administered by INPRS, such purchases being as frequent as daily to fulfill members’ withdrawal requests. Please see Section 2 - Scope of Services for further description.

1.3 INPRS Background Information

1.3.1 History of Retirement Plans and Funds

INPRS was established by statute on July 1, 2011 as an independent body corporate and politic under the laws of the State of Indiana. The System is not a department or agency of the State but is an independent instrumentality exercising essential government functions. INPRS was established by legislation to manage and administer seven funds.

Public Employees’ Retirement Fund (“PERF”), effective July 1, 1945, was initially created to provide pension benefits for Indiana residents who chose to work for the State of Indiana. Since then, the following five additional funds have been created:

- 1977 and 1985 Judges’ Retirement System (“JRS”);
- 1977 Police Officers’ and Firefighters’ Pension and Disability Fund (“1977 Fund”);
- State Excise Police, Gaming Agent, Gaming Control Officer and Conservation Enforcement Officers’ Retirement Plan (“C&E Plan”);
- Legislators’ Retirement System (“LRS”) which includes the Legislators’ Defined Benefit Plan (LEDB) and the Legislators’ Defined Contribution Plan (LEDC)
- Prosecuting Attorneys’ Retirement Fund (“PARF”)

INPRS also administers Indiana State Teachers’ Retirement Fund (“TRF”), created in 1921 by the Indiana General Assembly. TRF provides retirement benefits for public school teachers and other teaching professionals who work for state-funded institutions.

These seven funds (PERF, TRF, JRS, 1977 Fund, C&E Plan, LRS, and PARF) are managed separately and administered by INPRS.

For additional information regarding INPRS and the retirement plans and funds detailed above, please access: <http://www.in.gov/inprs/>.

1.3.2 Brief Description of Retirement Benefits

Retirement benefits for the two largest funds (PERF and TRF) consist of two components: a pension benefit and an Annuity Savings Account (ASA). LRS retirement benefits consist of Legislators' Defined Benefit (LEDB) and the Legislators' Defined Contribution (LEDC). The other, smaller funds include pension benefits and "employee accounts".

Pension Benefits

The pension benefits are paid as a lifetime monthly benefit, funded entirely by employers at no cost to the member. Generally, members are vested in the pension benefit upon ten (10) years of creditable service in PERF or TRF covered employment (certain elected officials are vested in 8 years); 20 years of covered service for the 1977 Fund, 8 years of covered service for JRS, 15 years for the C&E Fund, 8 years for PARF, 10 years for the LRS LEDB.

This RFP does not request any services relating to the pension benefits administered by INPRS.

Annuity Savings Accounts

In 1955, the ASA accounts were established to serve as a supplement to the pension benefit at retirement. Within the ASA there are two types of contributions – mandatory and voluntary. The mandatory portion can be paid by the employer, the employee or shared by both. State law requires that three percent (3%) of an employee's gross wages (*i.e.*, regular and overtime pay) must be contributed to fund the ASA. The voluntary portion (up to 10%) is optional and available to members who work for an employer who participates in the voluntary contributions program. Members are vested in the ASA immediately and contributions are credited to an individual account in the member's name.

In 2012, the IRS approved the ASA Only Plan for PERF members and the plan went into effect on March 1, 2013. The employee contribution is at 3%, and the State contributes to the ASA Only Plan. There is no defined benefit component to this election, and a member vests at 20% per year with full vesting at 5 years.

Investments in the ASAs, are individually directed and controlled by plan participants who direct the investment of their account balances among a specified investment menu.

Members are also permitted to roll over from any of the following into their ASA, (i.e., Rollover Savings Accounts or “RSAs”):

- A qualified plan described in IRS Section 401(a), 403(a) an annuity contract or account described in Section 403(b).
- An eligible plan maintained by a state or political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state under IRS Section 457(b).
- An Individual Retirement Account (IRA) described in IRS Section 408(a) or 408(b).

A member may be eligible to withdraw their ASA, or RSA balance once he/she separates from service.

Upon retirement, members can withdraw their ASA or RSA balance in a lump sum or they can convert their balance into an annuitized amount.

This RFP concerns services solely relating to the annuity retirement option of a member’s Annuity Savings Account (ASA), and Rollover Savings Account (RSA) balances.

The following chart shows the funds that would be applicable to this RFP:

Fund	ASA	ASA Only	RSA
PERF	x	x	x
TRF	x		x

1.3.3 Membership Information as of June 30 2013

Employers	Total	PERF	TRF	1977 Fund	JRS
State	17	17	5	-	1
Counties	85	85	-	-	-
Cities	118	110	-	117	-
Towns	195	192	-	30	-
Townships	150	146	-	14	-
School Districts & Education	366	331	364	-	-
Other	256	256	-	-	-
Total	1,187	1,137	369	161	1

Fiscal Year Ended June 30, 2013					
Retirement Plans	Active Members	Retirees, Disabilitants, & Beneficiaries	Terminated Vested Inactive Members	Terminated Non-Vested Inactive Members With Balance	Total Members
PERF	137,937	75,950	23,504	51,057	288,448
TRF	70,414	53,010	6,417	11,693	141,534
1977 Fund	13,287	3,491	129	796	17,703
JRS	365	321	67	32	785
EG&C Plan	473	193	4	87	757
PARF	210	95	83	162	550
LEDB Plan	24	68	9	-	101
LEDC Plan	167	-	-	58	225
Total INPRS	222,877	133,128	30,213	63,885	450,103

1.3.4 Annuity Savings Account \$ Balances

As of 12/31/13

TRF	\$2,791,416,669
PERF	\$2,867,147,080
Total	\$5,658,563,749
Actual Monthly Annuitized Balances	
PERF	
July 2013	\$14,804,709
August 2013	\$10,308,027
September 2013	\$9,743,705
October 2013	\$6,372,367
November 2013	\$6,338,661
December 2013	\$1,978,145
TRF	
July 2013	\$21,253,025
August 2013	\$39,087,139
September 2013	\$14,625,674
October 2013	\$4,593,544
November 2013	\$3,530,199
December 2013	\$3,619,099

1.3.5 Description of INPRS' Current Internally Managed Annuity Platform

PERF and TRF currently offer a variety of annuity options available upon retirement for members (and for eligible survivor beneficiaries¹) that are internally managed and administered. Currently, if a member or eligible survivor chooses to annuitize the ASA, the total benefit is the state pension benefit plus the annuity paid in monthly installments. Historically, approximately 50% of INPRS retirees, or \$200 million per year, convert their ASA balance to a lifetime monthly annuity, with an average account balance of \$60,000.

After the annuity provider sought in this RFP (request for proposal) is providing services, this will no longer be the case, and all annuities provided from the ASA balances will be funded through the newly selected vendor. Below is a brief description of the retirement election process and options.

Retirement Option Election

Unless one of the express statutory exceptions exists,² a member may not change his or her retirement options election after the first day of the month in which the benefit payments are scheduled to begin. For purposes of this rule, it is immaterial whether a benefit check has been sent, received, or negotiated.

ASA or RSA Options Upon Retirement

PERF and TRF use different option names, but they are generally substantively the same. Members can elect various payout options such as rollover, partial payout, deferral, or a combination of these. The following ASA and RSA options are available to a member or survivor at retirement:

- A-1: 5 year certain and life
- A-2: Straight life
- A-3: Modified cash refund + 5 year certain
- B-1: 100% Survivor benefit
- B-2: 66 2/3% Survivor benefit
- B-3: 50% Survivor benefit

If a survivor dies or if the member remarries, there may be changes to the member's monthly annuity amount.

¹ IC 5-10.2-3-7.5; IC 5-10.2-3-7.6; IC 5-10.2-3-8; IC 5-10.2-3-9

² IC 5-10.2-4-7 & IC 5-10.2-4-7.2

1.3.6 Historical Information Regarding Member Elections

Annuity Elections from Aug-2008 to 7-2013		
Option Chosen	Number of Participants by Fund	
	PRF	TRF
A1	669	1171
A2	1118	5182
A3	439	878
B1	1207	3103
B2	429	600
B3	561	1157

1.3.7 Material Incumbent Service Providers

INPRS' recordkeeper is Xerox HR Solutions, LLC.

INPRS' custodian is Bank of New York Mellon.

1.4 Issuer

INPRS is issuing this RFP in accordance with Indiana statutes governing the administration of INPRS and its procurement policy. The staff of INPRS has prepared the content of this RFP. One (1) copy of this RFP may be provided free of charge from INPRS or an electronic copy may be obtained from the following website: <http://www.in.gov/inprs/quoting.htm>. Additional copies are available at the rate of \$0.10 per page.

1.5 Contacts

Inquiries from Respondents are not to be directed to any staff or member of the Board of Trustees of INPRS, except as outlined in *Section 1.6* of this RFP. Such unauthorized communication(s) may disqualify Respondent from further consideration. INPRS reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the RFP between INPRS and other Respondents.

1.6 Inquiries about the RFP for INPRS

All inquiries and requests for information affecting this RFP must be submitted by email to the contact below no later than due dates outlined in *Section 1.16* of this RFP.

Stanton Lanman
Procurement Officer
procurements@inprs.in.gov

INPRS reserves the right to judge whether any questions should be answered in writing. Questions and responses will be posted to the INPRS website.

If it becomes necessary to revise any part of this RFP or provide additional interpretation of a provision, an addendum will be posted to the INPRS website prior to the due date for proposals. If such addendum issuance is necessary, the Procurement Officer may extend the due date and time of the proposals to accommodate such additional information requirements, if necessary.

1.7 Invitation to Submit Proposals

All proposals must be **received** at the address below **no later than February 27, 2014 at 3:00 PM EST**. Each Respondent must submit one hard copy and four electronic copies (preferably PDF) of your response on CD. Please mark one of the electronic responses as an original. This electronic copy labeled original will be considered the official submission. The proposal must be clearly marked "Response to RFP 14-01 for Annuity Services Provider" and addressed/delivered to:

Stanton Lanman
Procurement Officer
Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204

Any proposal received after the due date will not be considered. Any late proposals will be returned to the Respondent unopened within thirty (30) days of filing upon request.

1.8 Modification or Withdrawal of Offers

Responses to this RFP may be modified or withdrawn in writing (by facsimile or mail), if modifications are received prior to the date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, with proper identification and execution of a receipt for the proposal. Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered.

INPRS may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, INPRS will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected as deemed necessary by INPRS. Major errors or omissions, such as the failure to include prices, will not be considered by INPRS as a minor errors or omission and may result in disqualification of the proposal from further evaluation.

1.9 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Indiana's Access to Public Records Act ("APRA"), IC 5-14-3 et seq., and, after the contract award, the entire RFP file, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked

“Confidential” and must indicate in the transmittal letter and on the outside of such envelope that confidential materials are included. The Respondent must also specify the applicable statutory exception. If the Respondent does not specifically identify the statutory exception(s), INPRS will NOT consider the submission confidential. Furthermore, if INPRS does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may either reject the proposal or consider the merits of the proposal without honoring the confidentiality requested. INPRS does not accept blanket confidentiality exceptions for the totality of the proposal. INPRS does not consider pricing to be confidential information. INPRS reserves the right to make determinations of confidentiality. Any objection to INPRS’ confidentiality determination may be raised with the Indiana Public Access Counselor.

1.10 RFP Response Costs

INPRS accepts no obligation for costs incurred by Respondents in preparation of a proposal or any other costs incurred in anticipation of being awarded a contract.

1.11 Proposal Life

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date specified above. Any proposal accepted by INPRS for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by INPRS.

1.12 Taxes

INPRS is exempt from federal, state, and local taxes. INPRS will not be responsible for any taxes levied on the Respondent as a result of any contract resulting from this RFP.

1.13 Secretary of State Registration

Before an out-of-state corporate Respondent can do business with INPRS, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state corporate Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana
Corporations Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary registration application form, or it can be accessed via the internet at <http://www.in.gov/sos/>. It is each Respondent’s responsibility to register prior to the initiation of any contract discussions, but registration is not a requirement to submit a response.

1.14 Discussion Format

INPRS reserves the right to conduct discussions, either oral or written, with those Respondents

determined by INPRS to be reasonably viable to being selected for award. INPRS also reserves the right to seek clarification to resolve issues as deemed necessary by INPRS.

1.15 Compliance Certification

Responses to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and Respondent agrees that it will immediately notify INPRS of such actions should they arise. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana. The Respondent agrees that INPRS may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that INPRS may bar the Respondent from contracting with INPRS, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to INPRS.

1.16 Summary of Milestones

The following is the expected timeline for this solicitation:

ACTIVITY	EXPECTED DATE
Release RFP	JANUARY 21, 2014
Respondent's Inquiry Period Ends	JANUARY 31, 2014
Answers to Inquiries Provided	FEBRUARY 12, 2014
Respondent RFP Submissions Due	FEBRUARY 27, 2014
Finalist Selection	WEEK OF MARCH 10, 2014
Finalist Presentation	WEEKS OF MARCH 17 & 24, 2014
Site Visits	WEEK OF MARCH 31, 2014
Selection of Vendor(s)	WEEK OF APRIL 7, 2014

SECTION 2 – SCOPE OF SERVICES

MINIMUM QUALIFICATIONS & REQUIREMENTS

Unless otherwise specified, as of the response due date, Respondents must meet the following four minimum requirements in order to be considered for the contract:

1. The insurance company must have a minimum of **twenty-five (25)** years of experience providing annuity products.
2. The firm must agree to act as a fiduciary within the meaning of applicable Indiana law.
3. The firm must agree to comply with INPRS' policies and Indiana law as it applies to annuity products offered to members of funds administered by INPRS.
4. The firm should be licensed and insured to provide such service in all 50 states of the United States.

Below is the Scope of Services to be performed by the Annuity Provider. These are separate from the minimum qualifications, noted above.

INPRS is seeking to contract with an external annuity provider to provide retirement annuities for plan participants, such as those referred to in Section 1.3.5 above. It is expected that the vendor selected to provide the annuity will be operationally ready to receive assets by or before October 1, 2014, including full customer service support for INPRS participants purchasing or considering the purchase of an annuity by that date. INPRS expects that once a contract is purchased from the successful provider, all customer service interaction regarding the annuity would be between the retired participant and the vendor.

A successful proposer will also work with INPRS and the plans' recordkeeper and fund custodian – currently Xerox and Bank of New York Mellon, respectively – to establish smoothly functioning data exchanges in order to facilitate an efficient and reliable process through which to advertise, and purchase annuities, as well as to exchange records between INPRS and the selected vendor. In addition, a successful vendor will cooperate with INPRS' and its service providers' provision of annuitization information and education to INPRS participants. The annuity provider will not directly educate participants, but it is expected that the provider will supply access to information about the offering company and the annuity products offered in such a way that education services conducted by Xerox and INPRS personnel represent the annuity benefits available accurately.

The annuity services sought by INPRS include the following:

1. Single Life Annuity

2. Five Year Guaranteed Benefit (for a survivor)
3. Joint Life 100% with Spouse
4. Joint Life with 66 2/3% with Spouse
5. Joint Life with 50% with Spouse

INPRS would expect that the successful bidder be able to handle appropriate tax reporting, levies, garnishments or other withholdings. INPRS would also expect that the successful bidder maintain a customer service relationship with the INPRS members so that address changes, beneficiaries, tax election changes, etc are all handled directly between the member (annuitant) and the annuity provider.

INPRS is not currently seeking bids for additional annuity benefit options. However, INPRS is requesting that bidders provide information about other annuity options being offered. The selected annuity provider should be able to accommodate additional annuity benefit options in the future, should INPRS elect to offer them.

In addition, it is essential that a successful bidder be able to interface successfully with the normal range of fund master custodians and plan recordkeepers, so that there will be no future service disruptions should there be any future changes in the administrative vendors serving INPRS. This would include all cash flows.

SECTION 3 – PROPOSAL CONTENT REQUIREMENTS

3.1 General Instructions

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below.

A complete proposal will include the following:

- Hard copy submission of a transmittal letter (with the information in *Section 3.2* of this RFP).
- Hard copy submission of a business proposal (with the information and attachments described in *Section 3.3* of this RFP).
- Hard copy submission of a fee proposal (with the information in *Section 3.4* of this RFP).
- Original electronic copy on CD, three additional electronic copies, and one hard copy.

3.2 Transmittal Letter

The transmittal letter must be in the form of a letter and address the following topics:

3.2.1 Identification of RFP

The transmittal letter must first identify the RFP title and number.

3.2.2 Identification of Vendor

The transmittal letter must identify the following information:

- Respondent Name
- Street Address
- City
- State
- ZIP
- Contact Name
- Phone
- Email

3.2.3 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP, including INPRS' standard contract clauses.

3.2.4 Signature of Authorized Representative

An authorized representative of the Respondent must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

3.2.5 Other Information

Any other information the Respondent may wish to briefly summarize will be acceptable.

3.3 Business Proposal

The business proposal must contain the required information and be organized under the specific section titles as listed below.

3.3.1 Executive Summary

Please submit an executive summary, consisting of not more than three (3) one-sided pages, that summarizes the contents of the Proposal with your firm's name identified on the top of the first page.

3.3.2 Questionnaire

DEPTH, STABILITY, AND CAPACITY OF ORGANIZATION

Contact information:

<i>Firm</i>	
Name:	
Address:	
Telephone Number:	
Fax Number:	
Website:	
<i>Primary Contact</i>	

Name:	
Title:	
Telephone Number:	
Email:	

Indicate legal entity that will be contracting to provide the services outlined in the RFP and state whether parts of the proposed services are to be provided by a subcontractor/partner. Describe the relationship with the proposed subcontractor/partner and subcontractor/partner role in providing these services.

Confirm that INPRS will contract with only one party who will be held accountable for all performance-related issues, including liability and the payment of liquidated damages for all services that become part of the final contract.

1. Provide an overview of your organization, its history and a timeline of any major changes to its legal, organizational or ownership structure. Please include any expected future changes (near term or long term) to your firm's legal, organizational or ownership structure.
2. How many years has your firm been providing annuity products and services? To tax-exempt clients? To public pension fund clients? Please include the categories of services available to clients during this period. Please also provide a history of the specific product(s) you are proposing in response to this request for proposal.
3. List the firm's office locations and the main functional roles of each, indicating the primary location of the team that would cover INPRS.
4. What location(s) would service call center requests for INPRS?
5. What are the hours of your annuity servicing call center(s)?
6. Please provide a list of common service level agreement (SLA) standards to which your firm would be willing to commit.
7. What is the average wait time for your annuity servicing call center(s)?
8. Will you provide the opportunity for INPRS participants to request annuity quotations or paperwork online? If so, can this service be hosted on the INPRS website, or through a link to your own website?

9. Please provide a copy of any forms or standard materials required by or used by your firm.
10. Please provide a copy of any standard statements, mailings, or other regular print communications provided to annuitants.
11. Does your servicing model require or utilize field representatives for the purchase and sale of annuities? Please provide a full description of their role, as well as the licensure and certification requirements for your field force, if applicable.
12. Please describe any experiences your firm has providing retirement income annuity services for plans with records kept by Xerox/ACS.
13. Please provide a list of recordkeepers and fund custodians with whom your firm has relationships to provide services such as those requested by INPRS in this RFP.
14. Please describe your service model for purchasing an annuity for INPRS participants.
15. Please describe the ongoing customer service resources available for INPRS participants once they have purchased an annuity?
16. Does your firm offer a web-based annuity benefit calculator that can be made available to INPRS? If so, please provide a link or a demonstration.
17. Will your firm assign a single relationship manager to INPRS? How will your firm manage this relationship over time?
18. Please provide a detailed work plan for integrating your services with INPRS and INPRS vendors in order to provide participants and INPRS staff with accurate, timely information, and the ability to purchase the annuity upon retirement. Include in the work plan the staffing that your organization would provide, as well as any technological requirements that must be satisfied. In this work plan, please be sure to address how much time your organization will need (conservatively) before being prepared to offer annuities in time to meet the October 1, 2014 launch date anticipated by INPRS.
19. List any subsidiaries, affiliates or joint ventures and briefly describe the nature of each relationship, respective ownership structure and any revenue/profit sharing arrangements between your firm and all relevant entities. Please describe any litigation affecting your firm that is specific to your annuity services or that would be considered material in nature. Provide an explanation and indicate the current status.
20. Please propose one or more ongoing benchmarking processes that your firm would agree to follow to ensure that rates offered to INPRS in the future remain competitive. Please also confirm whether any fees associated with these services

would be paid by INPRS or by your firm. Include the frequency with which your services would be benchmarked under this proposal, and whether your firm is willing to propose contractual guarantees or putting capital at risk with respect to the competitiveness of your annuity rates.

21. Please list all lines of business and assets under management of your firm. Describe all sources of revenue for the firm.
22. Please list your ratings from Standard and Poor's, Moody's, and Fitch. Please include current ratings and all ratings changes over the past five years.
23. Please provide the following current ratings for your firm from AM Best:
 - i. Financial Strength Rating
 - ii. Financial Size Category
 - iii. Credit Rating (including outlook)
 - iv. Debt rating (including outlook)
24. Please provide your COMDEX scores and any changes over the past five years.
25. Please confirm that your firm is licensed to do business in all 50 states and the District of Columbia.
26. What is your firm's risk-based capital ratio? How has this ratio varied over the past five years?
27. Does your firm utilize any reinsurance relationships? If so, please describe.
28. Please discuss how long the quoted annuity rates are valid for the product your firm is proposing.
29. Is your firm able to provide rates that are valid for up to one calendar quarter? What impact would such a duration of annuity rate quotation have upon the competitiveness of your rates?
30. Please provide your Code of Ethics.
31. If you are hired, will you acknowledge in writing that you have a fiduciary obligation to the member while offering and maintaining the annuity product?
32. Does your firm's business strategy include cross-selling other products (e.g. retirement planning, financial advice, other insurance products, brokerage services, etc.) to annuity customers?

33. If your firm does engage in cross-selling to annuity customers, is your firm willing to agree to NOT use INPRS participant information to engage in cross-selling without the member's written consent?
34. Does your firm sell participant data to third parties? If so, is your firm willing to agree to NOT sell or share INPRS participant information to third parties, or to place other mutually agreed upon restrictions on these activities?

DEPTH AND EXPERIENCE OF PERSONNEL

35. Attach the firm's organizational chart and describe the relationship among the various groups.
36. Provide summary information about the professionals responsible for offering annuity products and services offered by INPRS:

Group/Role	Number of Professionals	Average Industry Experience	Average Tenure with the Firm	Average Tenure on Strategy/Sector
Sr. Mgmt. Staff				
Operations				
Investment				
Risk Management				
IT Platform				
Other (please specify)				
Total				

37. Please designate which individuals will be providing services to INPRS. Include the length of experience, any specialty expertise they possess, the highest educational degree they have attained and any professional designations they have earned.
38. Please provide, as an exhibit, a detailed resume on all the individuals listed above.
39. Discuss your firm's current capacity to service an additional large client such as INPRS.
40. Please explain your firm's current plans and future goals for expansion, particularly how such goals pertain to accepting new client business and the

quality of service to all clients. What percentage of your revenues is derived from the annuity portion of your business?

41. Provide a description of the firm's business recovery plan, including plans for an alternative work site in the event of a business disruption.
42. Please describe your firm's backup procedures in the event the key staff assigned to this account should leave the firm or will be unavailable for an extended period of time (e.g., vacation, illness).
43. Please provide a client list of the three (3) largest public pension clients including name, contact, telephone number, asset values, number of years the client has retained your firm and product or service the client uses. INPRS may contact any of these clients as references.
44. Please specify the product or products that you are proposing to offer to INPRS.
45. Please provide a sample of the annuity contract for this product.
46. Please describe the history of this product, including how long it has been offered to institutional clients, and total assets invested in the product.
47. What are your minimum requirements for an annuity purchase, if any? What is the lowest amount that an INPRS participant can elect to annuitize through your firm and this product?

Annuity Rate Comparison Methodology

Annuity rates will be scored on the basis of a composite competitiveness score relative to other respondents. The scoring will be conducted as follows:

For each of the scenarios that follow, the highest monthly annuity benefit will be granted a score of 100%. Every other rate will then be awarded a score equal to the percentage of the highest rate that the other rates offer.

Example:

Rate#1: \$100 per month

Rate#2: \$80 per month

Rate#3: \$50 per month

In this example, rate #1 would receive 100% of the available credit for this scenario, while rate #2 would receive 80% of the maximum available credit for this scenario, and rate #3 would receive 50% of the maximum available credit.

INPRS will make a comprehensive evaluation of all of the scenarios in order to select the best long-term provider. Part of this evaluation will be evaluating the consistency of annuity rates provided by respondents to this RFP. An additional component of the evaluation will be a weighting of the rates in order to reflect the composite experience of INPRS plan participants.

In what follows, your firm is to provide a quotation for the monthly annuity benefit that you would pay, using the pricing formula and annuity tables proposed for this response, under the following conditions:

Provide quotes for both male and female annuitants, and, in each scenario, assume a balance to be annuitized of \$10,000 at the time of purchase. Please provide the monthly annuity benefit that would be paid, or would have been paid by the proposed product, on the following dates:

12-31-13

3-31-13

3-31-12

3-31-11

3-31-10

In addition, please provide the rates noted above for the following scenarios:

- Single Life Annuity
- Five Year Guaranteed Benefit (for a survivor)

- Joint Life 100% with Spouse
- Joint Life with 66 2/3% with Spouse
- Joint Life with 50% with Spouse

Lastly, for each rate quoted, please provide the rates for an annuitant at age 60, 62, 65, and 70. For joint life annuities, assume the spouse is the same age as the primary annuitant.

In summary, you are to supply rates for five different time periods. Within each time period, five types of annuity benefit are to be quoted. Finally, for each of the five types of annuity benefit quoted, four different annuitant ages are to be quoted as well. Please supply your responses in the attached spreadsheet.

3.3.3 Registration to do Business

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state with the Indiana Secretary of State. The contact information for this office may be found in *Section 1.13* of this RFP. This process must be concluded prior to contract negotiations with INPRS. It is the Respondent's responsibility to successfully complete the required registration with the Secretary of State. The respondent must indicate the status of registration, if applicable, in this section of the proposal.

3.3.4 Financial Statements and Quality Assurance Report

This section must include the Respondent's financial statements, including an income statement and balance sheet for each of the two most recently completed fiscal years. In addition, please provide a copy of the respondent's most recent financial statement audit report. Finally, if available, please provide a copy of the Respondent's most recent quality assurance or peer review report. If none of these options are available, please note this in the proposal.

3.3.5 Subcontractors

The Respondent must list any subcontractors that are proposed to be used in providing the required Services. The subcontractor's responsibilities under the Proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the Proposal.

3.3.6 Contract

Appendix A of this RFP is the base contract that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this RFP in this section. Additionally, if the Respondent wishes to include or change any language in the base contract being submitted, proposed language should be included in this section in the form of an amendment to the base contract. It should be noted that *Appendix A* of this RFP includes the essential clauses that are non-negotiable.

3.3.7 Assumptions

List any assumptions made by the Respondent in developing the response to this RFP, including INPRS responsibilities.

3.4 Fee Proposal

Please provide detail on your proposed fees. It is anticipated that few if any explicit fees will be charged, and that the annuity sales will provide the revenues to the selected annuity provider. However, should any services offered in this proposal incur, or potentially incur additional fees, please describe them in complete detail.

FAILURE TO SUBMIT A DETAILED FEE PROPOSAL WILL ELIMINATE A RESPONDENT'S ORGANIZATION FROM CONSIDERATION IF FEES ARE CHARGED.

Section 4 – Contract Award

Based on the results of this process, the qualifying proposal(s) determined to be the most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for further action, such as contract award. If, however, INPRS decides that no proposal is sufficiently advantageous, INPRS may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, INPRS may begin contract preparation with the next qualified respondent or determine that it does not wish to award a contract pursuant to this RFP.

INPRS reserves the right to discuss and further clarify proposals with any or all respondents. Additionally, INPRS may reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

The Executive Director or his designee(s) will, in the exercise of his/her discretion, determine which proposal(s) offer the best means of servicing the interests of INPRS. The exercise of this discretion will be final.

4.1 Length of Contract

The standard term of the contract entered into under this RFP shall be for a period of five (5) years, beginning from date of final execution of contract, with the possibility of one five (5) year contract renewal thereafter.

4.2 Evaluation Criteria

INPRS has selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

- Based on the results of the evaluation, the proposal determined to be most advantageous to INPRS, taking into account all relevant factors, may be selected by INPRS for further action.

In addition, the evaluation team will consider other factors it believes to be material for this selection.

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements in an efficient and cost-effective manner. Specific criteria include:

Fulfilling the requirements set forth in the RFP

Financial strength

Respondent qualifications

Quality and completeness of responses to this RFP

Quality of references

Experience and track record

Annuity rates

Quality of finalist presentation, if selected

Additional qualifying factors, as determined relevant by INPRS

References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process.

APPENDIX A – SAMPLE CONTRACT FOR SERVICES

The following sample contract is the base contract that will be used if an award is made. It is the expectation of INPRS that the Respondent will review the sample contract and provide desired changes to INPRS at the time of submittal of a proposal. Desired changes are unlikely to be added unless INPRS determines in its sole discretion that the performance of services under the contract is dependent upon such changes.

If Respondent wishes to amend any term or change any language in the base contract being submitted, proposed language should be included in the business proposal in the form of an amendment to the base contract. See *paragraph 2.3* of this RFP for the applicable section of the business proposal. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

If a required change is unacceptable to INPRS, the Respondent's proposal may be considered unacceptable. Please note the essential clauses section that follows for essential clauses that are non-negotiable.

The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this Solicitation in the business proposal. The evaluation of a proposal may be negatively affected by exception taken by the Respondent to any part of this Solicitation, and INPRS reserves the right, in its sole discretion, to refuse to consider any exception that is not so identified in the Respondent's proposal.

Essential Clauses in the System's Professional Services Contract

As part of the Request for Proposal (RFP) process, you are required to review the «Legal_Entity»'s (the "System") boilerplate professional services contract and submit comments with your proposal. The following clauses are non-negotiable. If you believe that a clause will affect your risk of liability, you should adjust your bid price accordingly.

(Section 4) Access to Records

The System will not agree to any provision eliminating this requirement or requiring the System records to be retained for less than applicable law, including Indiana's public records retention schedule.

(Section 7) Audits

The System is subject to audits by the Indiana State Board of Accounts. Therefore, the System will not accept any substantive modifications to the language under this Section.

(Section 11) Compliance with Laws

The Indiana Attorney General requires this provision in all State of Indiana contracts. Contractor and its agents must abide by the ethical requirements set forth in Indiana Code, including provisions regarding the telephone solicitation of customers. As the System is subject to the jurisdiction of the State Ethics Commission and State ethics rules, the System will not agree to delete these provisions.

(Section 13) Confidentiality of System Information

Although the System is subject to Indiana's public records laws, many of the System records are confidential public records that cannot be disclosed. In addition, the Indiana Attorney General requires the Social Security disclosure clause in all State of Indiana contracts.

(Section 17) Disputes

The System will not agree in advance to any binding resolution clauses, except those of the State of Indiana courts; however, the System may agree to alternative dispute resolution options, should a dispute arise.

(Section 18) Drug-Free Workplace Certification

To ensure compliance with the Governor of Indiana's executive order on drug-free workplaces, these provisions are required in all the System contracts. The System will not accept any modifications of the language under this Section.

(Section 23) Governing Law

The contract must be governed by the laws of the State of Indiana, and suit, if any, must be brought in a state court of jurisdiction in the state of Indiana. As a quasi-governmental agency, the System is protected by the Eleventh Amendment of the United States Constitution, which guarantees that state governments hold sovereign immunity and are immune from federal lawsuits initiated by citizens of another state. The System will not agree to any provision that can be construed as waiving the System's Eleventh Amendment rights.

(Section 25) Indemnification

The System will not agree to any modification that limits Contractor's responsibility to indemnify the System as described in this Section. The Indiana Attorney General has opined that any agreement requiring the System to indemnify Contractor is a violation of the Indiana Constitution and against public policy. In addition, the System will not agree to any modification that limits the System's ability to recover damages or limits Contractor's liability as described in the contract.

(Section 33) Nondiscrimination

The Indiana Attorney General requires this provision in all State of Indiana contracts. The System will not agree to limit Contractor's liability under this provision, nor will the System agree to substitute Contractor's discrimination policy for the requirements under this Section.

(Section 32) Minority and Women's Business Enterprise Compliance

Indiana law requires this provision in all System contracts. In the event Contractor uses a subcontractor to complete services pursuant to this contract, Contractor must visit the Indiana Department of Administration's Web site, which contains a list of subcontractors registered as Minority Business Enterprises and/or Women's Business Enterprises. If a subcontractor who performs services required under the contract is listed on the Web site, Contractor must give that subcontractor the opportunity to bid. If Contractor does not use a subcontractor to complete services pursuant to this contract, Contractor will be unaffected by this provision.

(Section 50) Investigations and Complaints

As part of the System's fiduciary and due diligence obligations, this is an essential clause in the System's contracts. The System will not accept material changes to this provision.

Additional contract provisions to which the System will not agree:

- Any provision requiring the System to provide insurance or an indemnity;
- Any provision requiring the contract to be construed in accordance with the laws of any state other than Indiana;
- Any provision requiring suit to be brought in any state other than Indiana;
- Any mandatory dispute resolution other than the courts;
- Any provision requiring the System to pay taxes;
- Any provision requiring the System to pay penalties, liquidated damages, interest, or attorney fees;
- Any provision modifying the statute of limitations;
- Any provision relating to a time in which the System must make a claim;
- Any provision requiring payment in advance, except for rent; and
- Any provision limiting disclosure of information in contravention of the Indiana Access to Public Records Act

Acknowledgement

We have reviewed and agree to the System's mandatory contract provisions.

Signature: _____

Name: _____

Title: _____

Company: «Company_Name»

Date: _____

Contract for Services

This CONTRACT FOR SERVICES (“Contract”) is entered into and effective as of _____, 2013 (“Effective Date”), by and between _____ (the “Contractor”) and the INDIANA PUBLIC RETIREMENT SYSTEM (the “System”).

WHEREAS, the System issued a **Request for Proposal (RFP 14-___)** on _____, in which Contractor responded;

WHEREAS, System has determined that it is in the best interests of System, the retirement plans and funds it manages and administers and their members and beneficiaries to form an agreement with Contractor to issue annuity contracts to such members who elect such options;

WHEREAS, Contractor is willing to provide such services;

NOW, THEREFORE, in consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services set forth on Attachment A, which is incorporated herein (the “Services”).

2. Consideration. The Contractor shall be paid at the rate set forth in Attachment B, which is incorporated herein.

3. Term. This Contract shall commence on the Effective Date and shall remain in effect through _____, 2019. This Contract may be renewed under the same terms and conditions by mutual written agreement of the parties for up to _____() one-year terms. This Contract, unless otherwise terminated, modified, or renewed in writing by the parties, will automatically renew on a month-to-month basis after the termination date for a period not to exceed six (6) months.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the System or its authorized designees. Copies shall be furnished at no cost to the System if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the System’s prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the System, provided that Contractor gives written notice (including evidence of such assignment) to the System thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the System all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the System.

The System considers the Contractor to be a “vendor” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the System pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audit of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the System in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the System an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the System to be in the best interests of the System. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the System.

9. Background Investigations. Contractor agrees to conduct or cause to have conducted a background check of any employee of Contractor or of any vendor, service provider or subcontractor of Contractor who has been or will be given access unsupervised by Contractor or System to any office, room, or floor space of the property occupied by the System. Any such person as described in this paragraph will have passed such background check including for verification of, but not limited to:

- a. Social security trace – verification of social security number;
- b. Criminal history, including a criminal history check for applicable states and counties of residence for the past seven (7) years;
- c. Credit check;
- d. Prior employment verification;
- e. E-verify check;
- f. High school diploma/GED verification;
- g. A Department of Revenue tax liability check, if applicable, will be initiated.

Costs associated with these background checks shall be the sole responsibility of the Contractor. The following reasons may be used by Contractor to determine that a person described in this paragraph did not satisfactorily pass the background check:

- a. Discovery that the candidate provided false or inaccurate information on his or her application or resume, or during the employment interview.
- b. Inability to verify previous employment.
- c. Repeated unfavorable, job-related, performance references by former employers.
- d. Conviction of any crime involving theft, veracity, truthfulness, conversion of property, fraud, identity theft, or any non-motor vehicle traffic related felony.

- e. A pattern of financial instability, payroll garnishments, or creditor judgments against the candidate.

The System further reserves the right to conduct a FBI criminal history report, including a fingerprint search, of any Contractor or of any vendor, service provider or subcontractor of Contractor.

10. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the System. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

11. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the System and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the System as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the System may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the System of Indiana. The Contractor agrees that any payments currently due to the System of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the System.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the System, and agrees that it will immediately notify the System of any such actions. During the term of such actions, the Contractor agrees that the System may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the System or its agencies, and the System decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. Any payments that the System may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the System. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the System.

G. The Contractor hereby affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitations of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, as well as imposition of a civil penalty.

J. The Contractor affirms that it is properly registered with the Department of Insurance in the state where it is domiciled. The Contractor will provide proof of this registration and notice of any subsequent changes to that registration. The Contractor also affirms that it is registered with the Indiana Life and Health Guarantee Association.

12. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the System's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The System shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

13. Confidentiality of System Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the System.

The parties acknowledge that the services to be performed by Contractor for the System under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the System in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the System agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

14. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the System and must be continued without interruption and that, upon Contract expiration, a successor, either the System or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the System's written notice:

1. Furnish phase-in, phase-out services for up to ninety (90) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the System's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the System of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the System if any subcontractor becomes debarred or suspended, and shall, at the System's request, take all steps required by the System to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. Default by System. If the System, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination..

17. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the System agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the System or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the System for such costs.

C. The System may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the System to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the System within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the System of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the System for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the System within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

- A. The Contractor does not knowingly employ an unauthorized alien.
- B. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- C. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- D. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The System may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the System

20. Employment Option. If the System determines that it would be in the System's best interest to hire and employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the System or the employee.

21. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

22. Funding Cancellation. When the System’s Board of Trustees makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the System’s Board of Trustees that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

23. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

24. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

25. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the System, its agents, officers, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The System shall not provide such indemnification to the Contractor.

26. Independent Contractor; Workers’ Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers’ compensation insurance for the Contractor’s employees, and shall provide the System with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

27. Information Technology Enterprise Architecture Requirements. If Contractor provides any information technology related products or services to the System, the Contractor shall comply with all IOT standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the System shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The System may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

28. Insurance. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the System. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

1. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the System is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the System under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the System to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the System agency before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the System shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the System.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person.

Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

30. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor agrees to notify the System immediately and the System, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance

The Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plans, if any, and agrees to comply with all Minority and Women's Business Enterprise statutory and administrative code requirements and obligations, including IC § 4-13-16.5 and 25 IAC 5. The Contractor further agrees to cooperate fully with the Minority and Women's Business Enterprise division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE program including any and all assessments, compliance reviews, and audits that may be required.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the System and any applicant or employee of the Contractor or any subcontractor. Contractor and any subcontractors shall also comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

34. Notices to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the System shall be sent to:
Steven R. Russo
Executive Director
Indiana Public Retirement System

One North Capitol, Suite 001
Indianapolis, IN 46204

With a copy to:

B. Notices to the Contractor shall be sent to:

35. Order of Precedence; Incorporation by Reference. Any inconsistency or shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the System, (3) Solicitation Number __, (4) Contractor's response to solicitation number _____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the System and all such materials will be the property of the System. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the System, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the System and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the System full, immediate, and unrestricted access to the work product during the term of this Contract.

37. Payments. All payment obligations shall be made in arrears, net 30 in accordance with Indiana law and the System's fiscal policies and procedures. See Attachment B, Fees, incorporated by reference.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

39. Progress Reports. The Contractor shall submit progress reports to the System upon request. The report shall be oral, unless the System, upon receipt of the oral report, should deem it necessary to have it

in written form. The progress reports shall serve the purpose of assuring the System that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. The Contractor shall also provide the State all reports that the Contractor is required to submit to the Department of Insurance in the state where it is domiciled. The Contractor shall also provide the State notice if the Contractor is placed into a "Confidential Supervision" status.

40. Public Record. The Contractor acknowledges that the System will not treat this Contract as containing confidential information.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the System and Contractor. The term of the renewed contract may not be longer than the term of the original contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The System is exempt from most state and local taxes and many federal taxes. The System will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the System whenever, for any reason, the System determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The System will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

46. Termination for Default

- A. The System may immediately terminate this Contract in whole or in part, if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the System terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the System considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the System for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The System shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the System shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The System may withhold from these amounts any sum the System determines to be necessary to protect the System against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the System in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the System and in accordance with the System's Travel Policies and Procedures.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the System's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the System in accordance with applicable law for all damages to the System caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the System becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the System may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Investigations and Complaints. To the extent permitted by applicable law, Contractor shall promptly advise the System in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Contractor's ability to perform its duties under this Contract which is commenced by any of the following: (1) any Attorney General or any regulatory agency of any state of the United States; (2) any U.S. Government department or agency; or (3) any governmental agency regulating business in any country in which Contractor is doing business. Except as otherwise required by law, the System shall maintain the confidentiality of all such information until investigating entity makes the information public.

51. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

APPENDIX B – MANDATORY RESPONDENT FORMS

Dates for Quotes:	Single Life Annuity, age 60		Single Life Annuity, age 62		Single Life Annuity, age 65		Single Life Annuity, age 70	
	Male	Female	Male	Female	Male	Female	Male	Female
12/31/2013								
3/31/2013								
3/31/2012								
3/31/2011								
3/31/2010								

Dates for Quotes:	Five Year Guaranteed, age 60		Five Year Guaranteed, age 62		Five Year Guaranteed, age 65		Five Year Guaranteed, age 70	
	Male	Female	Male	Female	Male	Female	Male	Female
12/31/2013								
3/31/2013								
3/31/2012								
3/31/2011								
3/31/2010								

Dates for Quotes:	Joint w 100% age 60		Joint w 100% age 62		Joint w 100% age 65		Joint w 100% age 70	
	Male	Female	Male	Female	Male	Female	Male	Female
12/31/2013								
3/31/2013								
3/31/2012								
3/31/2011								
3/31/2010								

Dates for Quotes:	Joint w 66 2/3% age 60		Joint w 66 2/3% age 62		Joint w 66 2/3% age 65		Joint w 66 2/3% age 70	
	Male	Female	Male	Female	Male	Female	Male	Female
12/31/2013								
3/31/2013								
3/31/2012								
3/31/2011								
3/31/2010								

Dates for Quotes:	Joint w 50% age 60		Joint w 50% age 62		Joint w 50% age 65		Joint w 50% age 70	
	Male	Female	Male	Female	Male	Female	Male	Female
12/31/2013								
3/31/2013								
3/31/2012								
3/31/2011								
3/31/2010								

Assumptions:

Amount quoted is per \$10,000

1 received in a premium

Spouses and beneficiaries are to be assumed to be

2 the same age as the annuitant



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R5 / 3-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	<u>Prime Contractor Company</u> <u>Name:</u>	
18	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	

19	<u>Subcontractor Company</u> <u>Name:</u>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:				

22	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief.				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

B.2 Taxpayer Identification Number Request

Purpose of form: We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

Specific Instructions: Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

Substitute Form
State Form 23743 (R 07/01)

Approved by State Board of Accounts 2001
Approved by Auditor of State 2001

Taxpayer Identification Number Request

State of Indiana

W-9

DO NOT send to IRS

Print or Type	Return to address below
Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	
Trade Name Complete only if doing business as (D/B/A)	
Remit Address	
Purchase Order Address-Optional	
Check legal entity type and enter 9 digit taxpayer identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above
<input type="checkbox"/> Individual (Individual's SSN) _____	
<input type="checkbox"/> Sole Proprietorship (Owner's SSN or Business EIN) SSN _____	
	EIN _____
<input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited (Partnership's EIN) _____	
<input type="checkbox"/> Estate/Trust (Legal Entity's EIN) _____	
Note: Show the name and number of legal trust, or estate, not personal representatives	
<input type="checkbox"/> Other (Limited Liability Company, Joint Venture, Club, ect) (Legal Entity's EIN) _____	
<input type="checkbox"/> Corporation Do you provide legal or medical serv. <input type="checkbox"/> Yes <input type="checkbox"/> No (Corp's EIN) _____	
<input type="checkbox"/> Government (or Government operated entity) (Entity's EIN) _____	
<input type="checkbox"/> Organization Exempt from Tax under Section 501(a) Do you provide medical services? <input type="checkbox"/> Yes <input type="checkbox"/> No (Org's EIN) _____	
<input type="checkbox"/> Check here if you do not have a SSN or EIN but have applied for one.	

Under Penalties of perjury, I certify that:

(1) The number listed on this form is my correct Taxpayer Identification Number (Or I am waiting for a number to be issued to me) AND
(2) I am not subject to backup withholding because: (a) I am exempt from the backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)
CERTIFICATION INSTRUCTIONS- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

I am a U.S. person (including a U.S. resident alien)

Name (Print or Type) _____

Title _____

AUTHORIZED SIGNATURE _____

Date _____

Phone _____

Agency _____ Agency use only ☐ Yes ☐ No Approved by _____
1099

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

B.3 Application for Certificate of Authority of a Foreign Corporation



APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

State Form 38784 (R9/ 12-02) Corporate Form 112
Approved By State Board Of Accounts, 1995

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-49-1 et seq.
23-1-49-3

Filing Fee: \$90.00

- NOTES:**
1. An Original Certificate of Existence duly authenticated by the proper authority from corporation's domiciliary state within the last sixty (60) days must be submitted with this application.
 2. A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.

- INSTRUCTIONS:**
- Use 8 1/2" x 11" white paper for attachments.
 - Present original and one copy to address in the upper right corner of this form.
 - Please TYPE or PRINT.
 - Please visit our office on the web at www.sos.in.gov.

APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA
The undersigned officer of the above corporation which was formed as:
<input type="checkbox"/> A general business corporation <input type="checkbox"/> A professional corporation
desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:

ARTICLE I: Name		
Name of Corporation (Must be identical to name shown in Articles of Incorporation and Amendments thereto)		
ARTICLE II: Address of Corporation		
Address of the principal office of corporation (Number and street, city, state and ZIP code)		
ARTICLE III: Registered Office and Registered Agent		
Name of the Registered Agent of the corporation (cannot be the corporation itself)		
Indiana address of the registered office of corporation (Number and street, city; P.O. Box not accepted)	INDIANA	ZIP code
ARTICLE IV: Date and State of Incorporation and Duration of Existence		
Date of incorporation in domiciliary state:	State of incorporation	
Expected period of duration listed in the Articles of Incorporation (perpetual, term of years or date certain e.g. December 31, 2050)		
ARTICLE V: Corporate Officers		
The names and business addresses of the officers of the Corporation:		
Name	Title	Address (Number, street, city, state and ZIP code)